corporation, by a transfer which stripped the old corporation of its property and deprived it of its ability to meet its obligations, was not entitled to protection as a bona fide purchaser for value. A number of cases hold that the property of an insolvent corporation, transferred to another corporation in consideration of the assumption of its debts by the second corporation, constitutes a trust fund for the payment of the creditors of the old corporation. *Cole* v. *Millerton Iron Co.*, 133 N. Y. 164, 30 N. E. 847; *Western N. C. R. Co.* v. *Rollins*, 82 N. C. 523; *Chicago R. I. & P. R. Co.* v. *Howard*, 7 Wall. 392; *Central R. Co.* v. *Paul*, 93 Fed. 878; 1 THOMPSON, CORP., § 375. But the property ceases to be a trust fund when it comes into the hands of a bona fide purchaser for value. *Hurd* v. *N. Y. Commercial Steam Laundry Co.*, 167 N. Y. 87; *McMahon* v. *Morrison*, 16 Ind. 172. The principal case rests upon the assumption that a creditor of the new corporation not being a bona fide purchaser for value, the creditors of the old corporation are entitled to a preference in regard to the property of the old corporation. The case is in accord with *Ex Parte Savings Bank of Rock Hill*, 73 S. C. 393, 53 S. E. 614, but in conflict with *Livingston County Agri. Soc.* v. *Hunter*, 110 Ill. 155, which holds that the creditors of the old corporation are on the same footing with the creditors of the second corporation and are not entitled to preference, and *Wabash, St. Louis & Pac. Ry. Co.* v. *Ham*, 114 U. S. 587, which holds that the bondholders of a railway company which consolidated with other railway companies were not entitled to any lien upon the property formerly belonging to the old railway corporation.

COVENANTS—BUILDING RESTRICTIONS.—A porch three stories in height, with brick and stone pillars twenty inches square, solid brick balustrades at each story, and brick buttresses to the steps, all extending beyond the building line established in all the deeds to lots in a certain subdivision, *held*, to be a violation of the building line restriction. *O'Gallagher* v. *Lockhart*, (Ill. 1914) 105 N. E. 295.

Illinois now has a well defined distinction relative to property appurtenances that will be considered violative of a building restriction. In *Hawes* v. *Favor*, 161 Ill. 440, 43 N. E. 1076, an open porch was held not to be such a violation. Here it was carefully distinguished from a bay window or other substantial annexation. See also *Graham* v. *Hite*, 14 Ky. L. Rep. 502, 93 Ky. 474, 20 S. W. 506. The criterion seems to be whether the structure is solid enough to cut off air and light. Having such a substantiality, it is clearly violative of the restriction. *Sanborn* v. *Rice*, 129 Mass. 387; *Linzee* v. *Mixer*, 101 Mass. 512; *Ogontz Land etc. Co.* v. *Johnson*, 168 Pa. St. 178; *Bagnall* v. *Davies*, 140 Mass. 76; *Manners* v. *Johnson*, 1 Ch. Div. 673; *Moore* v. *Murphy*, 89 Hun. (N. Y.) 175.

EVIDENCE—PAROL EVIDENCE AS TO CHRISTIAN NAME OF GRANTEE.—In an action of ejectment there appeared in the plaintiff's chain of title a deed, conveying the land described in the declaration to "Jesse Beam and ——— Nichols." *Held* parol evidence was admissible to show that A. B. Nichols was the grantee intended in the deed. *Sutherland et al* v. *Gent*, (Va. 1914) 82 S. E. 713.

The general rule in the case of a patent ambiguity is to exclude all evidence of matter dehors the instrument. In the words of Sir Francis BACON "Ambiguitas patens is never holpen by averment * * * for that were to make all deeds hollow * * * and in effect to pass without deed what the law appointeth shall not pass but by deed." *Throckmorton* v. *Moon,* 10 Ohio 43; *Coker* v. *Roberts,* 71 Tex. 597; *Fuller* v. *Fellows,* 30 Ark. 657; *Palmer* v. *Albee,* 59 Ia. 429. But there is a difference between the description of a grantee which is inherently uncertain and indeterminate, and one wherein the description is incomplete and uncertain. Evidence dehors the instrument is not admissible in the former. *Hunt* v. *Talles,* 75 Vt. 48, 52 Atl. 1042; *Booker* v. *Tarwater,* 138 Ind. 385; *Thomas* v. *Marshfield,* 10 Pick. (Mass.) 364. Where, however, as in the instant case, the description of the grantee is merely imperfect and uncertain because incomplete, extrinsic evidence is admissible, for the description used is capable of being satisfied in more ways than one. This does not vary the terms of the deed but makes complete that which was imperfect by applying the terms to the grantee erroneously described. *Fletcher* v. *Mansur,* 5 Ind. 267; *Price* v. *Page,* 4 Ves. Jr. 679; *Leach* v. *Dodson,* 64 Tex. 185; *Holmes* v. *Moon,* 7 Heisk. (Tenn.) 506; *LeVie* v. *Tooze,* 43 Ore. 590; *Burrows* v. *Turner,* 24 Wend. (N. Y.) 276; *Lynn* v. *Risberg,* 2 Dall. (Pa.) 180.

EVIDENCE—STANDARDS OF COMPARISON OF HANDWRITING.—In a trial for forgery, where it was sought to show by an expert witness that certain fraudulent alterations in the valuation list of a town were in the handwriting of the defendant, *held,* that a deed proved to have been written by the accused was admissible as a standard of comparison of handwriting. *Commonwealth* v. *Segee* (Mass. 1914) 106 N. E. 173.

The generally accepted rule is to allow an expert witness to use as a standard of comparison with the writing in question, any other writing of the accused admitted to be genuine in open court, or any other instrument legitimately in the case, as pleadings or affidavits. *Wagoner* v. *Ruply,* 69 Tex. 700; *Miles* v. *Loomis et al.,* 75 N. Y. 288; *Himrod* v. *Gilmore,* 147 Ill. 293; *State* v. *DeGraff,* 113 N. C. 688; *First National Bank* v. *Robert,* 41 Mich. 709; *State* v. *David,* 131 Mo. 380. But there is a clear conflict of authority as to whether writings otherwise irrelevant can be received in evidence for the sole purpose of establishing a standard for comparison. The common law rule, which is followed in some states, excludes such writings, as the question of their genuineness raises collateral issues, thereby confusing the jury. *Doe* v. *Suckermore,* 5 Ad. & El. 703; *Doe* v. *Newton,* 5 Ad. & El. 514; *Washington* v. *State,* 143 Ala. 62, 39 So. 388; *State* v. *Clinton,* 67 Mo. 380; *Randolph* v. *Loughlin,* 48 N. Y. 456; *Hanley* v. *Gandy,* 28 Tex. 211; *Weidman* v. *Synes,* 116 Mich. 619. Other states by judicial action, without the aid of statute, allow writings whether otherwise relevant or not to be used as standards upon proof of their genuineness. But these states leave the question of the genuineness of the specimen offered to the judge for determination, thereby obviating a confusion of issues and meeting the common law objection. *Rowell* v. *Fuller,* 59 Vt. 688; *University of Illinois*